

NOTICE TO BIDDERS SPECIFICATION NO. 03-012

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

PURCHASE OF PORTABLE DECONTAMINATION UNIT FOR THE CITY OF LINCOLN FIRE DEPARTMENT

MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Central Time, Wednesday, April 09, 2003**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street, Lincoln, NE 68508**. Bids will be publicly opened and read aloud in the Bid/Conference Room located on the ground floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

SPECIFICATIONS FOR DECONTAMINATION TRAILER

1. GENERAL

- 1.1 Minimum requirement of a 26', Two Lane Decontamination trailer
- 1.2 Compatible with available Kohler fixtures, faucets, faucet accessories, showers, and drains.
 - 1.2.1 Bidder must indicate the Brand and warranty of the fixture to be provided.
- 1.3 All faucets, exposed valves, and drains to be chrome plated.
- 1.4 Seamless and impervious material used on all internal walls which shall be flexible or shower curtain type.
 - 1.4.1 Should vendors not have flexible internal walls they are still encouraged to submit a proposal and it will be evaluated against others.
 - 1.4.2 All corners have minimum 0.50" radii to prevent buildup of contaminants and for ease of cleaning.
- 1.5 Trailers should be outfitted for use in sub-freezing temperatures based on customer needs and specifications and constructed for cold weather storage.
 - 1.5.1 This unit will be stored outside and should be capable of use with instant notice without requiring special precautions by the City.
- 1.6 See Section 10 of Instructions regarding brand names.

2. TRAILER CHASSIS

- 2.1 Trailer frame to be 8" x 3" rectangular steel tube with equal height "C" section cross members and square outriggers.
- 2.2 Gooseneck 2 5/16" or 3" ball, if necessary builder to supply ball, with hitch height adjustable
- 2.3 One (1) weld on weight distribution hitch bracket: 1,200#.
 - 2.3.1 This weight requirement is a minimum requirement manufacturers who have different requirements for their trailers may submit.
- 2.4 Two (2) pair scissors stabilizer jacks, 5000 lb. capacity.
 - 2.4.1 Weight capacity is minimum, manufacturers should bid the weight appropriate for their unit.
 - 2.4.2 One jack near each corner of trailer.
- 2.5 Four (4) level identifies, one on each bottom corner of trailer near stabilizer jacks.
- 2.6 One (1) 7,000 lb. drop-leg jack installed on center tube of "A" frame.
 - 2.6.1 Weight is subject to each manufacturers requirements.
- 2.7 Two (2) 7,000 lb. 102" W torflex 4" drop axle and 8 stud hubs and drums with Nev-R-Lube hubs.
- 2.8 Weather resistant wiring package with 12" electric breaks with breakaway battery.
- 2.9 Two (2) D.O.T. compliant 5/16" safety chain with clevis safety slip hook and latch.
- 2.10 Five (5) ST235/80R16 load Range "D" radial tires mounted on an 8 bolt electro deposited coated silver wheel
- 2.11 Curb weight: 10,000 lb.
- 2.12 Hitch weight (% of curb weight): 10-15%
- 2.13 GVWR: 13,200
- 2.14 GAWR: 12,000
- 2.15 D.O.T. safety chains with hooks
- 2.16 Chassis fully undercoated with CPC
- 2.17 One (1) 36" wide steel roller/skid bar installed on rear frame.
- 2.18 Sub-floor of occupant rooms supported with 2" x 2" x 16 ga. galvanized steel tube on minimum of 16" centers.

3. **EXTERIOR DESIGN**

- 3.1 View of trailer exterior side wall design located in Appendix A of this document.
 - 3.1.1 Exterior marking per customer specifications
 - 3.1.2 Trailer to have conspicuity tape per DOT specifications.
- 3.2 Dimensions of Trailer
 - 3.2.1 Trailer chassis body: 8'-2 ½" wide, minimum 26' long, 11'-0" high.
 - 3.2.2 Hitch length: 4' or what is appropriate for each manufacture.
 - 3.2.3 Total trailer length: minimum 26'
 - 3.2.4 Total trailer height (ground to ceiling): 12'-8".
- 3.3 Trailer body
 - 3.3.1 Seamless aluminum roof and same gauge as side panels.
 - 3.3.2 Powder coated galvanealed steel fenderettes
 - 3.3.3 Minimum of 0.030 pre-finished aluminum exterior siding painted red.
 - 3.3.4 Anodized aluminum roof cove and bottom trim
 - 3.3.5 Exterior shall be made strong enough with proper support to support future awning and privacy curtains and be insulated in walls, ceiling and floor
- 3.4 Trailer Lights and Breaks
 - 3.4.1 12 volt end connector (7-way plug)
 - 3.4.2 Running lights and reflectors per DOT specifications
 - 3.4.3 Electric breaks on each axial (2)
 - 3.4.4 Breakaway break kit per DOT specifications
 - 3.4.5 Emergency light power package
 - 3.4.5.1 Power supply mounted on front storage compartment of trailer, accessible from exterior of trailer through small access panel.
 - 3.4.5.2 Electric power for supplies is through a switch operated line from the towing vehicle.
 - 3.4.5.3 Power switch and wiring must be capable of handling 50 amps
 - 3.4.5.4 Switch operated line is accessed through a single pole universal line connector:
 - 3.4.5.4.1 Cole Hersee #11157 socket and #11156 plug assembly.
 - 3.4.5.4.2 Wiring from plug to power supplies is #6 conductor.
 - 3.4.5.4.3 Socket furnished loose for customer installation on towing vehicle.
 - 3.4.5.5 Two (2) deep cycle batteries (Model Trojan SCS225: 225 minutes at 25 amp) shall be supplied to provide the DC power needed to run emergency light system
 - 3.4.5.5.1 Kussmaul Autocharge 4000 battery charger also included.
 - 3.4.5.6 Emergency scene light package
 - 3.4.5.6.1 Five (5) Whelen #810CAOZR clear lens 8-32 degree halogen scene lights with adapter for use.
 - 3.4.5.6.2 Two (2) lights mounted on each side wall of trailer
 - 3.4.5.6.3 One (1) light mounted centered on back of trailer
 - 3.4.5.6.4 Lights to be mounted towards top of side walls
 - 3.4.5.6.5 Lights to be powered by generator or shoreline power source
 - 3.4.5.6.6 Lights to be controlled by three switches inside storage area.
 - 3.4.5.6.6.1 One switch to control driver side, one to control passenger side and one to control back.
 - 3.4.6 Exterior entry and exit doors and steps
 - 3.4.6.1 Entry doors
 - 3.4.6.1.1 Two (2) on rear of trailer
 - 3.4.6.1.2 32" x 80" aluminum door, minimum requirement.
 - 3.4.6.1.3 Door to swing outward
 - 3.4.6.1.4 Door knob to have no lock.
 - 3.4.6.1.4.1 Dead bolt to be installed in door, lockable with key from outside and knob from inside.

- 3.4.6.2 Exit doors
 - 3.4.6.2.1 Two (2) each, one (1) on each side
 - 3.4.6.2.2 32" x 80" stainless steel door, minimum requirement.
 - 3.4.6.2.3 Door to swing outward
 - 3.4.6.2.4 Door knob to have no lock
 - 3.4.6.2.4.1 Dead bolt to be installed in door, lockable with key from outside and knob from inside.
 - 3.4.6.2.5 Doors to be labeled with 6" high "EXIT ONLY" lettering
- 3.4.6.3 Steps
 - 3.4.6.3.1 Each individual step rise to be 7 5/8" with 11" run
 - 3.4.6.3.2 Entry and exit door areas to have six (6) riser steps.
 - 3.4.6.3.3 A section of five (5) step risers to be hinged to fold up inside the trailer behind the entry and exit doors.
 - 3.4.6.3.4 The sixth step is to the trailer sub-floor
 - 3.4.6.3.5 Steps to be 38" wide
 - 3.4.6.3.6 Steps to be manufactured from 0.125 thick "Morton Tread-Grid" 5052-H31 aluminum sheet
- 3.4.6.4 Hand rails
 - 3.4.6.4.1 Lockable/removable handrails to be mounted full length along one side of each step unit
 - 3.4.6.4.2 Hand rails to be manufactured from 1.25" diameter aluminum round tube
 - 3.4.6.4.3 Hand rails mounted on opposite side of door swing
- 3.4.7 Exterior paint and marking
 - 3.4.7.1 Per customer specifications
- 3.4.8 Exterior Access Hole Areas
 - 3.4.8.1 Access holes used to expose trailer plumbing and electric components.
 - 3.4.8.1.1 Access hole sizes and location will vary depending on function of access area.
 - 3.4.8.2 All access holes to have lockable access doors.
 - 3.4.8.2.1 All locks to be keyed the same.
 - 3.4.8.3 Exterior should have two (2) separate shower stations.
 - 3.4.8.3.1 Each side (4 total) with decon foam, all capable of hooking up standard garden hoses to wash patients from outside.
 - 3.4.8.3.2 See Appendix A for locations.

4. **INTERIOR DESIGN**

- 4.1 View of trailer floor plans and interior design located in Appendix A of this document.
- 4.2 Intercom system in each room and hallway to communicate with personnel and shall be waterproof.
- 4.3 Undress room (quantity 2 each)
 - 4.3.1 Overall size 45-1/2" x 72"
 - 4.3.2 Two (2) entrance doors to be centered along outside back wall.
 - 4.3.3 Plumbing products
 - 4.3.3.1 Two (2) K-3349-1 stainless steel lavatories
 - 4.3.3.2 Two (2) K-13676-CP faucets
 - 4.3.3.3 Two (2) K-8801-CP lavatory grid drains
 - 4.3.3.4 Two (2) Bradley S19-270B eye wash faucets (swing mounted over lavatory)
 - 4.3.3.5 One (1) T35630-F-CP trapless floor grid drain
 - 4.3.4 Electric
 - 4.3.4.1 Two (2) 110-25 AMP GFI double outlet (one above each lavatory)
 - 4.3.4.2 One (1) intercom speaker/microphone
 - 4.3.4.3 Two (2) wet location type, 2 bulb, 48", 40 watt fluorescent lights
 - 4.3.4.4 Two (2) occupant indicator lights (one for each lane)
 - 4.3.5 HVAC
 - 4.3.5.1 See Section 9

- 4.4 Two (2) main wash-down rooms
 - 4.4.1 Overall size: 45-1/2" x 60"
 - 4.4.2 Plumbing products:
 - 4.4.2.1 One (1) hand held shower unit for decon solution/foam comprised of:
 - 4.4.2.1.1 K-8501-CP hand shower
 - 4.4.2.1.2 K-9514-CP hose
 - 4.4.2.1.3 K-9660-CP vacuum breaker
 - 4.4.2.1.4 K-9664-CP elbow supply
 - 4.4.2.1.5 K-9650-CP wall-mounted hanger
 - 4.4.2.1.6 K-9666-CP swivel mount
 - 4.4.2.1.7 K-403-K-NA supply valve
 - 4.4.2.1.8 K-T9472-4-CP valve handle with escutcheon plate
 - 4.4.2.2 One (1) T35630-F-CP trapless floor grid drain
 - 4.4.3 Furniture
 - 4.4.3.1 One (1) 20" x 14" x 20" stainless steel clothes chute with removable exterior holding tank
 - 4.4.3.2 One (1) 18" x 12" x 24" stainless steel storage bin with seat
 - 4.4.3.3 One (1) 36" stainless steel grab bar
 - 4.4.4 Electric
 - 4.4.4.1 One (1) intercom speaker/microphone, waterproof
 - 4.4.4.2 One (1) wet location type, 2 bulb, 48" , 40 watt fluorescent light
 - 4.4.4.3 One (1) occupant indicator lights
 - 4.4.5 HVAC
 - 4.4.5.1 See Section 9
- 4.5 Rinse Room
 - 4.5.1 Overall size: 45-1/2" x 60"
 - 4.5.2 Plumbing products:
 - 4.5.2.1 One (1) hand held shower unit for decon solution/foam comprised of:
 - 4.5.2.1.1 K-8501-CP hand shower
 - 4.5.2.1.2 K-9514-CP hose
 - 4.5.2.1.3 K-9660-CP vacuum breaker
 - 4.5.2.1.4 K-9664-CP elbow supply
 - 4.5.2.1.5 K-9650-CP wall-mounted hanger
 - 4.5.2.1.6 K-9666-CP swivel mount
 - 4.5.2.1.7 K-403-K-NA supply valve
 - 4.5.2.1.8 K-T9472-4-CP valve handle with escutcheon plate
 - 4.5.2.2 One (1) T35630-F-CP valve handle with escutcheon plate
 - 4.5.2.3 Six (6) K-8510-CP body sprays
 - 4.5.2.4 One (1) K-9528-CP overhead shower spray
 - 4.5.3 Furniture
 - 4.5.3.1 One (1) 36" stainless steel grab bar
 - 4.5.4 Electric
 - 4.5.4.1 One (1) intercom speaker/microphone, waterproofed.
 - 4.5.4.2 One (1) wet location type, 2 bulb, 48", 40 watt fluorescent light
 - 4.5.4.3 One (1) occupant indicator light
 - 4.5.5 HVAC
 - 4.5.5.1 See Section 9
- 4.6 Redress room (qty 2)
 - 4.6.1 Overall size 45-1/2" x 96"
 - 4.6.2 Two (2) exit doors, one (1) on each side (see 3.4.5.2)
 - 4.6.3 Two (2) ea 72" tall x 32" wide x 14" deep metal cabinets for storage (2 on each side)
 - 4.6.4 Plumbing products
 - 4.6.4.1 One (1) T35630-F-CP trapless floor grid drain
 - 4.6.5 Furniture
 - 4.6.5.1 Three (3) 18" x 12" x 24" stainless steel storage bins with seat
 - 4.6.5.2 One (1) 36" stainless steel grab bar

- 4.6.6 Electric
 - 4.6.6.1 One (1) intercom speaker/microphone, waterproofed.
 - 4.6.6.2 One (1) wet location type, 2 bulb, 48", 40 watt fluorescent light
 - 4.6.6.3 One (1) occupant indicator light
- 4.6.7 HVAC
 - 4.6.7.1 See Section 9
- 4.7 Main Storage Area
 - 4.7.1 Overall size: 49-3/4" x 94-1/2"
 - 4.7.2 Hallway runs full width of trailer
 - 4.7.2.1 Two (2) doors to be on each side of trailer.
 - 4.7.3 Plumbing products
 - 4.7.3.1 One (1) T35630-F-CP trapless floor grid drain
 - 4.7.4 Electric
 - 4.7.4.1 Two (2) 110-25 AMP GFI double outlet
 - 4.7.4.2 Two (2) wet location type, 2 bulb, 48", 40 watt fluorescent lights
 - 4.7.4.3 All equipment (heaters, E.I.E.C., etc.) to be placed for maximum storage.

5. **FRESH WATER SUPPLY**

- 5.1 Onboard (non-hose) fresh water supply requirements
 - 5.1.1 Trailer supply hook-up will be 1-3/4" line from fire apparatus and handle 65 - 250 PSI hose connection
 - 5.1.1.1 Valves equipped with ball valve shut-off.

6. **GRAY WATER HOLDING TANK**

- 6.1 Used with onboard fresh water holding tank supply
 - 6.1.1 Waste water will empty into an on boarding holding tank
 - 6.1.1.1 Holding tank minimum capacity at least 200 gallons
 - 6.1.1.2 Holding tank must be emptied before transportation of trailer
 - 6.1.2 Tank to have two waste removal valves on back of driver's side.
 - 6.1.2.1 One valve to be for 2 inch NPT connections, one valve to be for 3" NPT connection.
 - 6.1.2.2 Valves will be marked accordingly.
 - 6.1.2.3 Both pump out valves to contain ball valve and cam lock fittings and lockable cap
 - 6.1.2.4 In-line discharge pump to be placed between holding tank and clean-out valves to assist in tank pump out and flow with minimum of 20 gpm.
 - 6.1.3 A wash down access hole to be located on center of front side of tank.
 - 6.1.3.1 Cam locking cover placed over access hole.
 - 6.1.4 Tank to have one lighted tank full sensor located on outside of front exterior wall of trailer

7. **MISCELLANEOUS TRAILER PLUMBING**

- 7.1 Internal plumbing supply lines are high density, cross linked polyethylene tube with brass swaged lock fittings.
 - 7.1.1 All plumbing supply lines are independently run from a master control valve located in storage area.
- 7.2 Metering control system for desired percentages of concentrated decon solution and fresh water will supply each wash outlet independently.
 - 7.2.1 Metering system to be controlled by water volume, not water pressure
 - 7.2.2 Concentrated decon solution supplied from reservoir located in storage room
- 7.3 All plumbing to be constructed so as to be drained out completely for cold weather storage
- 7.4 Trailer hot water supply
 - 7.4.1 All water temperature controlled by **inline instant hot water** heaters, multifuel or electric
 - 7.4.1.1 Outlet water temperature can be adjusted individually at each source.
 - 7.4.2 All showering systems controlled by Kohler Rite Temp mixing valves or equal to prevent hot water scalding.
- 7.5 All faucet and shower valves to contain Kohler ceramic valve technology with lifetime warranty

- 7.6 Exterior wall valve hook-ups
 - 7.6.1 Four (4) exterior standard garden hose valve connections will be installed on both sides of vehicle, two (2) on each side

8. Trailer Electrical

- 8.1 Breaker panel
 - 8.1.1 Breaker panel to be located in front storage room
- 8.2 One (1) 110-25 AMP GFI double outlet located in storage room and two (2) 110-25 AMP GFI double outlet exit hallway.
- 8.3 All electric to be turned on and off using breaker box
 - 8.3.1 All switches to be labeled for easy identification
- 8.4 Electric Supply
 - 8.4.1 Trailer is powered by **Minimum** of 15 KVA Kohler generator and by shoreline power. If a manufacturer's electrical system required more or less to operate the unit at capacity they can bid accordingly.
 - 8.4.1.1 Large enough to handle all heating/cooling/electrical needs of unit
 - 8.4.2 Generator is installed in front storage compartment
 - 8.4.3 50 gallon fuel tank for generator is contained in storage room area
 - 8.4.4 Minimum of One (1) 100 amp manual transfer switch, NEMA 3R, to transfer power from generator or shore line power to AC load center.
- 8.5 All AC electric functions controlled by one (1) 100-amp load center with properly sized breakers.
- 8.6 One (1) 50' long shore line power cord will be attached to transfer switch for external power supply hookup.
- 8.7 All trailer wiring per NEC specifications.

9. Trailer HVAC

- 9.1 Air conditioning/Heating Units
 - 9.1.1 One (1) 75,000 BTU wall or roof mounted HVAC unit with inline Hepa filter mounted on front wall of trailer.
 - 9.1.2 100% fresh air exchange in all rooms.
 - 9.1.3 Positive HEPA filtered air flow through trailer from clean end of trailer through to contaminated end of trailer.
 - 9.1.4 Thermostat transformer to be located in exit hallway.
 - 9.1.5 One (1) air conditioning/heat vent per room.
 - 9.1.6 One (1) exhaust vent with activated charcoal filter per room.
- 9.2 Air conditioning units to be roof mounted

10. Decontamination System

- 10.1 1 gallon of foam solution produces approximately 30 gallons of foam.
- 10.2 Shower foam flow rate of ½ GPM per shower outlet
- 10.3 Exterior mass decon foam flow rate of 1 GPM
- 10.4 Each interior room with foam discharge system equipped with automatic defoaming system mounted 6" above floor.

SPECIAL TERMS AND CONDITIONS

PORTABLE DECONTAMINATION EQUIPMENT AND RELATED

1. MODEL

- 1.1 The equipment furnished under these specifications shall be the latest improved model in current production as offered to the commercial trade.
- 1.2 Trailer to be specifically designed for decontamination of mass casualties resulting from the use of chemical or biological agents.
- 1.3 Quality Examples are offered as minimum standards used to show the type and class of equipment desired.
- 1.4 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.
- 1.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 1.6 Any and all deviations to these specifications must be spelled out on company letterhead.

2. ALTERNATE PROPOSALS

- 2.1 Bids for alternate equipment (different brands/make/model, different options, etc.) may be offered for consideration.
 - 2.1.1 City shall be the **sole authority** to determine what is in the best interest of the City.
- 2.2 Bidder **MUST** attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
 - 2.2.1 Attaching your company specifications to the bid is **NOT** acceptable and may cause rejection of the bid.
 - 2.2.2 The bidder must indicate any variances by item number from the specification document **NO MATTER HOW SLIGHT**.
 - 2.2.3 Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

3. BID AWARD TERMS AND CONDITIONS

- 3.1 In awarding this bid the following elements shall be given consideration:
 - 3.1.1 The overall bid price.
 - 3.1.2 All offers will be considered;
 - 3.1.3 The ability, capacity, and skill of the supplier to perform as per reference checks and City experience if available;
 - 3.1.4 References from other entities using the unit bid.
- 3.2 The performance of the equipment taking into consideration any commonly accepted tests and standards of equipment usability and City requirements; and,
- 3.3 Such other information as may be secured having a bearing on the decision.
- 3.4 The following pages are to be completed, signed and returned, providing three (3) complete copies of your offer including all product literature and brochures.
- 3.5 Bidders **MUST** complete the items listed on the "Equipment Check-List" will correspond to like numbered items on the "Bidding Schedule".
 - 3.5.1 To say see attached is **NOT** acceptable and may be cause for rejection of bid.

EQUIPMENT CHECK-LIST

PORTABLE DECONTAMINATION EQUIPMENT AND RELATED

FIRM NAME: _____

DATE: _____

Meets Specification YES NO		Section No.	DESCRIPTION OF FEATURE	COMMENTS/ALTERNATES
			<u>PORTABLE DECONTAMINATION</u> <u>UNIT</u> Quality Example: "Quick-E", 3- Line Hazmat Decontamination Shelter Model #DMU-x8	ALTERNATE: _____ _____ _____ _____
		2.	Trailer chassis List Brand/Make/Model: _____ _____ _____ _____	
		3.	Exterior Design	
		4.	Interior Design	
		5.	Fresh Water	
		6.	Gray Water	
		7.	Miscellaneous Plumbing	
		8.	Electrical	

Meets Specification YES NO		Section No.	DESCRIPTION OF FEATURE	COMMENTS/ALTERNATES
		9.	HVAC	
		10.	Decontamination System	

4. REFERENCES

- 4.1 In the space below provide three references for your firm of governmental contacts that are using the same equipment under similar conditions as City. The City reserves the right to contact any or all of these references to gather pertinent information relevant to analyzing this bid.

1. ENTITY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

TITLE: _____

TELEPHONE: _____ EMAIL: _____

NUMBER OF UNITS PURCHASED: _____ YEAR/MONTH: _____
2. ENTITY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

TITLE: _____

TELEPHONE: _____ EMAIL: _____

NUMBER OF UNITS PURCHASED: _____ YEAR/MONTH: _____

3. ENTITY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT NAME: _____
TITLE: _____
TELEPHONE: _____ EMAIL: _____
NUMBER OF UNITS PURCHASED: _____ YEAR/MONTH: _____

5. **COMPANY PROFILE**

List information on separate sheet.

Company Name _____

**PROPOSAL
SPECIFICATION NO. 03-102
BID OPENING TIME 12:00 NOON
DATE: April 09, 2003**

The undersigned bidder, having full knowledge of the requirements of City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
PORTABLE DECONTAMINATION UNITS AND RELATED EQUIPMENT**

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1 ea	24' Decontamination Unit fully equipped	\$ _____

The undersigned signatory for the bidder represents and warrants that he/she has full and complete authority to submit this proposal to the City/City, and to enter into a contract if this proposal is accepted.

**RETURN 3 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 03-102**

COMPANY NAME

BY (SIGNATURE)

STREET ADDRESS or P.O. BOX

(PRINT NAME)

CITY, STATE ZIP CODE

(TITLE)

TELEPHONE No. FAX No.

(DATE)

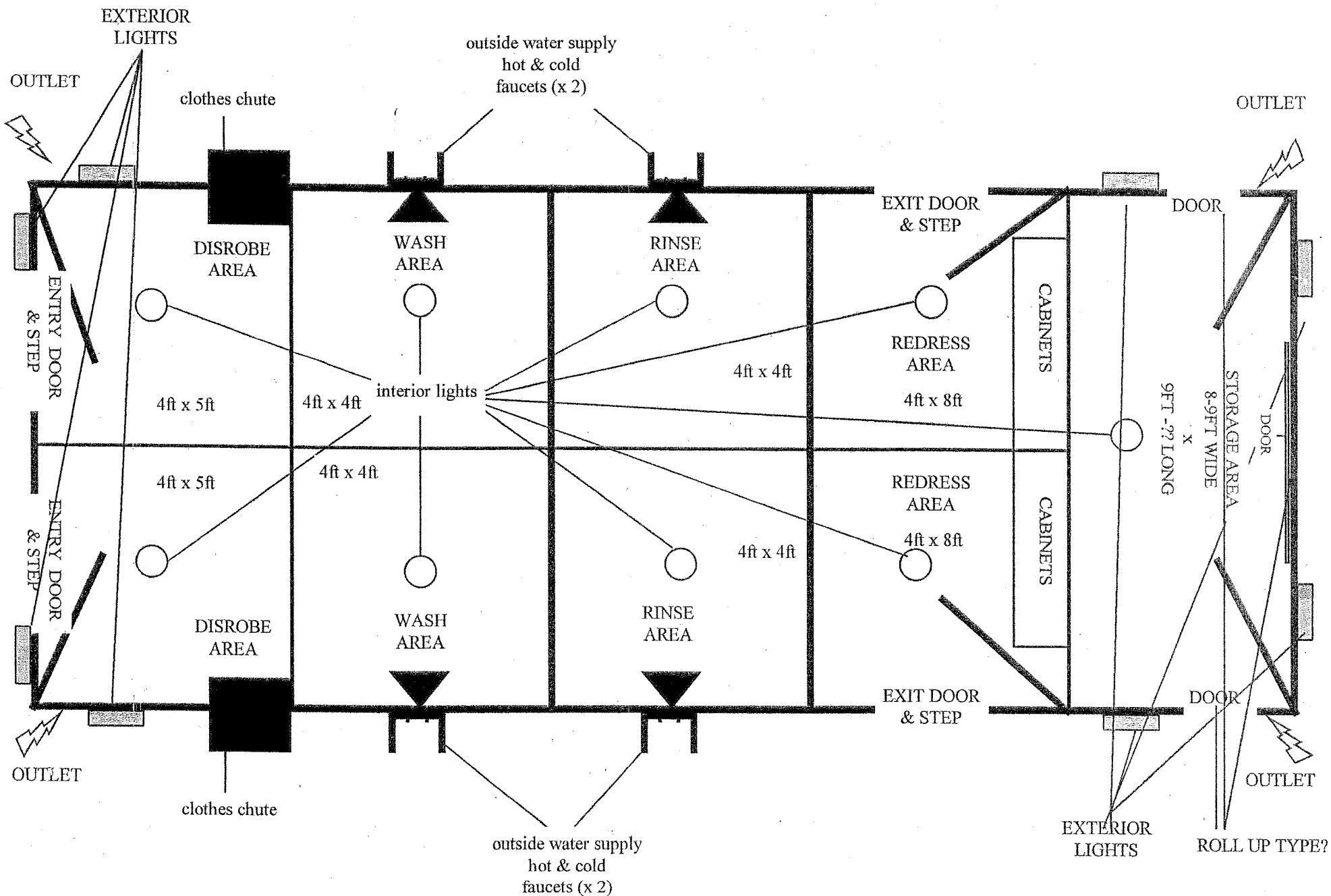
EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>



NOT TO SCALE

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.